

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS
SPECIFICATION NO. 04-260

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

TRANSPORTING BIOSOILDS

MEETING OR EXCEEDING THE CITY OF LINCOLN'S/LANCASTER COUNTY'S
SPECIFICATIONS ATTACHED

The Bidding Documents may be examined at the following locations:

Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516
F.W. Dodge Corporation, 11422 Miracle Hills Drive, Omaha, NE 68114
Omaha Builders Exchange, 4255 South 94th, Omaha, NE 68127
Reed Construction Data, 10665 Bedford, Suite 105, Omaha, NE 68134
Lincoln Wastewater and Solid Waste Division, 2400 Theresa Street, Lincoln, NE 68521

Copies of the Contract Documents may be downloaded at Lincoln.ne.gov Keyword: bid or obtained from the Issuing Office which is as follows:

City of Lincoln Purchasing Division
440 South 8th Street
Suite 200
Lincoln, NE 68508

Sealed bids will be received by the City of Lincoln/Lancaster County, Nebraska on or before 12:00 noon Wednesday October 20, 2004 in the office of the Purchasing Agent, 440 South 8 Street, Suite 200, (K Street Complex), Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A pre-bid meeting has been scheduled for Wednesday, October 13, 2004, beginning at 9:00 a.m. at the Theresa Street Wastewater Facility conference room, 2400 Theresa Street, Lincoln, NE 68508. All interested bidders are encouraged to attend. Any questions regarding this specification will be addressed by Randy L. Wilson at 402-441-7970.

Bidders should take caution if U.S. mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified above.

Company Name: _____

**PROPOSAL for BIOSOLIDS HAULING
SPECIFICATION NO. 04-260**

**BID OPENING TIME: 12:00 Noon
DATE: October 20, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

Bidder may provide unit prices for Alternate A, Alternate B, or both Alternate A and Alternate B.

5 DAY PER WEEK LOAD-OUT (Alternate A)

TRANSPORTING BIOSOLIDS					
ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
A.	BASE BID				
1.	Transportation of biosolids within 0-15 miles of the Temporary Holding Facility.	13,200	C.Y.	\$_____	\$_____
2.	Transportation of biosolids within 15.1-30 miles of the Temporary Holding Facility.	7,800	C.Y.	\$_____	\$_____
3.	Transportation of biosolids greater than 30 miles from the Temporary Holding Facility. (Miles used one way)	1,000	C.Y. - mile	\$_____	\$_____
4.	Transportation of biosolids within 0-15 miles of the POTW.	54,000	C.Y.	\$_____	\$_____
5.	Transportation of biosolids within 15.1-30 miles of the POTW.	5,900	C.Y.	\$_____	\$_____
6.	Transportation of biosolids greater than 30 miles from the POTW. (Miles used one way)	100	C.Y. - mile	\$_____	\$_____
TOTAL BASE BID AMOUNT (Sum of Items 1-6).				\$_____	
				_____ Dollars	
(Write out in words the total amount of base bid)					

7 DAY PER WEEK LOAD-OUT (Alternate B)

TRANSPORTING BIOSOLIDS

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
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B. BASE BID

- | | | | | | |
|----|---|--------|-------------|---------|---------|
| 1. | Transportation of biosolids within 0-15 miles of the Temporary Holding Facility. | 13,200 | C.Y. | \$_____ | \$_____ |
| 2. | Transportation of biosolids within 15.1-30 miles of the Temporary Holding Facility. | 7,800 | C.Y. | \$_____ | \$_____ |
| 3. | Transportation of biosolids greater than 30 miles from the Temporary Holding Facility. (Miles used one way) | 1,000 | C.Y. - mile | \$_____ | \$_____ |
| 4. | Transportation of biosolids within 0-15 miles of the POTW. | 54,000 | C.Y. | \$_____ | \$_____ |
| 5. | Transportation of biosolids within 15.1-30 miles of the POTW. | 5,900 | C.Y. | \$_____ | \$_____ |
| 6. | Transportation of biosolids greater than 30 miles from the POTW. (Miles used one way) | 100 | C.Y. - mile | \$_____ | \$_____ |

TOTAL BASE BID AMOUNT
(Sum of Items 1-6).

\$_____

_____ Dollars

(Write out in words the total amount of base bid)

C. OTHER BID INFORMATION (See Sections 3 and 15)

- | | | | |
|-----|---|------|---------|
| 7. | Transporting other materials within 0-15 miles of either the POTW or Temporary Holding Facility . | C.Y. | \$_____ |
| 8. | Transporting other materials in 12-15 yard net capacity vehicles | Hour | \$_____ |
| 9. | Transporting other materials in 20-30 yard net capacity vehicles | Hour | \$_____ |
| 10. | Loading with 3.0 cubic yard, or larger, rubber tire loader | Hour | \$_____ |

11. Attach Statement of Qualifications. (See Section 2 of Specifications)

Acknowledgement of Addenda Numbers: _____, _____, _____, _____,

BID SECURITY REQUIRED IN THE AMOUNT OF FIVE PERCENT (5%) OF TOTAL BID

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 04-260

Company Name

By (Signature)

Street Address or PO Box

Print Name

City, State, Zip

Title

Telephone Number

Date

Employer's Federal I.D. No.
OR Social Security Number

Terms of Payment

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

**Specifications
for
Transporting Biosolids**

1. Scope of Agreement

- 1.1 The attached Agreement shall serve as the Bid Specifications for transporting biosolids from the City of Lincoln's Theresa Street Public Owned Treatment Works (POTW) to various land application and holding sites for beneficial use as an agricultural fertilizer within Lancaster County, Nebraska.
- 1.2 The Contractor shall supply all equipment, personnel, and supplies necessary to perform the services as described in the Agreement.
- 1.3 The term of the Agreement shall be for two (2) years at which time the City, may at its own option, renew the terms of the Contract for up to two (2), two (2)-year periods for potentially a six(6) year contract.
 - 1.3.1 Contract renewal shall be based on the Contractor's performance during the term of the Contract.
 - 1.3.2 Contract renewal pricing shall be based on price escalation/de-escalation as described in this Agreement.
- 1.4 Overall program administration is by the City of Lincoln, Wastewater Division. The City has formed a joint agreement with the Lancaster County Cooperative Extension Service to provide program coordination.
- 1.5 Bidders shall familiarize themselves with all site and facility conditions and constraints, all environmental and transportation laws and regulations, and all contractual obligations contained in the Agreement. A listing of applicable laws and regulations is provided in Attachment A. Failure to fully account for these conditions shall not be cause for changes in bid prices or additional compensation to the Contractor.
- 1.6 The Contractor shall furnish a certificate of insurance in accordance with the requirements specified in Attachment B.
- 1.7 Within fourteen (14) calendar days after the award of bid the Contractor shall execute a written agreement between the Contractor and the City.
- 1.8 The Contractor shall be able to provide the specified services within thirty (30) days after receiving a Notice to Proceed.

2. Bidding Procedure and Award of Bid

- 2.1 Refer to the attached Instructions to Bidders.
- 2.2 A pre-bid meeting has been scheduled for Wednesday, October 13, 2004, beginning at 9:00 a.m. at the Theresa Street Wastewater Facility conference room, 2400 Theresa Street, Lincoln, NE 68521.
- 2.3 Bidders shall submit on separate company letterhead a Statement of Qualifications which includes at a minimum the following:
 - 2.3.1 Description of the business and number of years of experience in similar type work.
 - 2.3.2 A minimum of three (3) references for similar type services including the company name, address, contact name, and phone number of the reference.
 - 2.3.3 An itemized description of equipment types and capacities to be used to perform the required services.
 - 2.3.4 A description of available backup equipment and procedures to obtain backup equipment in the event of breakdowns in order to reliably perform the required services.
 - 2.3.5 Qualifications of personnel who will be directly involved in providing the required services.
 - 2.3.6 A sample spill prevention plan (See Section 9 of the Agreement)
 - 2.3.7 Bidders shall submit photographs of hauling equipment which demonstrates end-gate seals, end-gate discharge, and guarding on rear wheels and axle as required in this Agreement. The Bidder shall make the equipment available for inspection by the City, if requested.
- 2.4 In addition to the base bid price, the City will give consideration in the award of bid to the bidder's qualifications and experience in similar projects, the bidder's equipment inventory and condition, and spill prevention procedures. The City further reserves the right to award bid to other than the low bidder.

**AGREEMENT
FOR
TRANSPORTING BIOSOLIDS**

THIS AGREEMENT, made this _____ day of _____, 2004, by and between _____, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for recycling of biosolids generated from the Theresa Street Wastewater Treatment Facility for use as a soil fertilizer on croplands within Lancaster County; and

WHEREAS, the City requires transportation services to distribute biosolids to program participants; and

WHEREAS, the CITY intends to procure such services from a competent and reliable Contractor for a period not to exceed six years subject to the conditions of this Agreement.

NOW, THEREFORE, WITNESSETH that:

- 1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of two years following the date of this Agreement for the following contract prices which are inclusive of all labor, transportation, mobilization, overhead and profit:**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.1	Transport biosolids within 0-15.0 miles of the Temporary Holding Facility	C.Y.	\$ _____
1.2	Transport biosolids within 15.1-30 miles of the Temporary Holding Facility (Includes all of Lancaster County)	C.Y.	\$ _____
1.3	Transport biosolids greater than 30 miles from the Temporary Holding Facility.	C.Y. - mile	\$ _____
1.4	Transport biosolids within 0-15.0 miles of the City's Theresa Street POTW	C.Y.	\$ _____
1.5	Transport biosolids within 15.1-30 miles of the City's Theresa Street POTW (Includes all of Lancaster County)	C.Y.	\$ _____
1.6	Transport biosolids greater than 30 miles from the City's Theresa Street POTW	C.Y. - mile	\$ _____
1.7	Transporting other materials within 0-15 miles of either the POTW	C.Y.	\$ _____
1.8	Transporting other materials in 12-15 yard net capacity vehicles	Hour	\$ _____
1.9	Transporting other materials in 20-30 yard net capacity vehicles	Hour	\$ _____
1.10	Loading other materials with 3.0 cubic yard, or larger, rubber tire loader	Hour	\$ _____

2. General

- 2.1 This Contract requires flexibility in scheduling. Although the Lincoln Wastewater System (LWWS) has every intent to stay on agreed loading schedules, there will be circumstances that alter loading schedules. The LWWS will contact the Contractor as soon as the LWWS is aware that a change in loading schedule is necessary. Some of the conditions effecting schedule are:

Weather

Equipment Failure and/or maintenance

Changes in biosolids production from the treatment plant.

Hauling of liquid biosolids from the Northeast Wastewater Treatment Facility.

Additional hauling compensation will not be granted due to unforeseen changes in load out schedule.

- 2.2 The Contractor is responsible for providing enough drivers to meet the present loading schedule. Depending upon the proximity of field sites and the volume of biosolids stored at the Temporary Holding Facility, the number of drivers has historically been one or two drivers.
- 2.3 At times it will be necessary for LWWS staff to move trucks into or out of the loading bay area so that loading can proceed uninterrupted.
- 2.4 From a treatment plant performance standpoint, the LWWS desires to take unit price bids for a 7 day per week de-watering schedule as an alternate bid (Bid B.). Please refer to Section 6 of these specifications and the Bid Proposal for additional information.
- 2.5 The term of the Agreement shall be for two (2) years at which time the City, may at its own option, renew the terms of the Contract for up to two (2), two (2)-year periods.
- 2.6 It is the express intent of the parties hereto that this Agreement shall not create an employer-employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the Agreement.
- 2.7 The Contractor shall indemnify and save harmless the CITY OF LINCOLN, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the CITY OF LINCOLN for any losses, claims, damages, and expenses arising out of or resulting from negligence of the CITY OF LINCOLN, Nebraska.
- 2.8 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
- 2.9 The Contractor shall provide all insurance requirements as described in Attachment B.
- 2.10 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor.

3. Definitions

- 3.1 *Biosolids* are anaerobically digested municipal wastewater residuals generated from the Theresa Street Public Owned Treatment Works (POTW) which have the following physical properties:
- 3.1.1 Average solids content of 18.5%.
 - 3.1.2 Average unit weight of approximately 1,440 pounds per cubic yard.
 - 3.1.3 Historical data for transporting biosolids are included in Attachment D.
- 3.2 *Land Application Sites* are various privately owned, agricultural properties (farms) located throughout Lancaster County which have been approved for the application of biosolids. (Map)
- 3.3 *Land Application Storage Sites* are locations where the Contractor is directed to unload biosolids at each land application site. Storage sites are generally located within farm fields and require off-road travel in loose and uneven ground conditions.
- 3.4 The *Temporary Holding Facility (THF)* is an all weather, concrete paved area approximately one (1) acre in size located at the Bluff Road Landfill, 6001 Bluff Road. The THF is used for the storage of biosolids during inclement weather conditions. The THF has an estimated capacity of 6000 cubic yards. (Map)

- 3.5 The *Biosolids Coordinator* is employed by the Lancaster County Cooperative Extension Service and is responsible for directing daily services performed by the Contractor including scheduling and coordinating deliveries of biosolids with participants, locating land application storage sites, and inspection of land application storage sites with the Contractor.
- 3.6 The *POTW Supervisor* is the Assistant Superintendent of Water Pollution Control for the City of Lincoln and is responsible for coordinating load-out of biosolids including notification to the Contractor of changed load-out times and disruptions of load-out procedures
- 3.7 The *Project Manager* is the Superintendent of Water Pollution Control for the City of Lincoln and is responsible for contract administration and compliance, route coordination, and spill responses.
- 3.8 The *Transportation Supervisor* shall be designated by the Contractor to oversee transportation services including initial inspection of land application storage sites, determining accessibility to land application storage sites, weekly schedules of hauling locations, temporary holding facility operations and records management.
- 3.9 *Scheduled Maintenance* shall be considered as maintenance performed at the POTW which prevents de-watering and load-out of biosolids. The Contractor shall be provided a twenty-four (24) hour notification that Scheduled Maintenance will occur.

Contractor Responsibilities

4. Contractor Personnel

- 4.1 The Contractor shall designate a transportation supervisor responsible for the supervision of daily work activities and maintaining appropriate contact with the Biosolids Coordinator, POTW Supervisor and the Project Manager.
- 4.2 The transportation supervisor shall attend all progress meetings.
- 4.3 The Contractor shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.
- 4.4 Contractor's personnel shall participate in City training on biosolids handling and safety when such training occurs.

5. Transportation Equipment Requirements

- 5.1 Biosolids shall be transported in fully sealed vehicles which include liquid tight end-gate seals which prevent leakage of biosolids or liquids.
- 5.2 Minimum hauling capacity of vehicles shall be twenty-five (25) cubic yards. A minimum hauling capacity is not specified for vehicles used for transporting biosolids from the THF provided all vehicles comply with the additional requirements specified.
- 5.3 The Contractor shall have available, when required, a minimum of three trucks for transporting biosolids for either bid alternate.
- 5.4 Each vehicle shall be calibrated and assigned a full load capacity and the inside of the vehicle box shall be marked with a "full load" line (payment shall be based on actual quantity transported).
- 5.5 Hauling vehicles shall be compatible with the dimensions of the load-out area (bay doors closed) as indicated on the diagram in Attachment C. Only one vehicle can be loaded at a time. Contractors shall note that the vertical distance from the floor of the loading area to the bottom of the traveling conveyor is 10'-7".
- 5.6 The LWWS will be constructing a 66 foot x 62 foot canopy biosolids vehicle storage area adjacent to the west side of the current biosolids loading area. This structure will provide better protection of hauling vehicles during winter months. The canopy facility is scheduled to be complete by July 15, 2005. Construction of the canopy will require that the Contractor temporarily back out tractor/trailer units until construction proceeds to a point where drive-through can occur. The length of this interruption has not been determined.
- 5.7 Vehicles shall be designed to reduce biosolids from coming into contact with the vehicle end-gate, wheels, and axles in order to prevent drag-out of materials on to roadways.
- 5.8 Hauling vehicles shall not be loaded above the level in the box which provides for a safe freeboard to prevent spillage and in no instances shall the load height exceed the top of the box.
- 5.9 Contractor's personnel shall inspect each vehicle prior to hauling and after dumping for removal of all material (biosolids, mud, and debris) from the hauling vehicle which can fall or become dislodged during transportation.

- 5.10 Equipment shall be adequately maintained in good repair to insure constant reliability and prevent leakage of biosolids or liquids.
- 5.11 The Contractor shall be responsible for daily cleanup of all fluid and lubricant spills and leaks which occur on City property.
- 5.12 Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and the biosolids application program.
- 5.13 Maintenance of Contractor's equipment shall not be performed on City property unless otherwise approved by the POTW Supervisor.
- 5.14 Equipment shall be signed with the Contractor's name/logo and telephone number.
- 5.15 The Contractor shall comply with all vehicle licensing, drivers licensing, registration, and weight restrictions laws and requirements.
- 5.16 The Contractor may use the City's heavy equipment washout area located at the Bluff Road Landfill to clean vehicles used in hauling biosolids. Use of the facility is conditioned on the Contractor's performance in keeping the facility clean and proper use of the cleaning equipment.

6. Load-out Operations at the Theresa Street POTW

- 6.1 The LWWS desires to bid a 7-day week load-out scheme as an alternate bid (Alternate B). Please refer to Attachment G and the Bid Proposal.
- 6.2 The Contractor shall provide transportation services to allow for un-interrupted, continuous load-out of bio-solids from the POTW biosolids de-watering operation.
- 6.2 Coordination of load-out procedures shall be with the POTW Supervisor.
- 6.3 Load-out shall generally occur Monday through Friday, during the hours of 6:00 a.m. through 5:00 p.m. If Alternate B is the contracted agreement of choice by the LWWS, load-out shall generally occur 7 days per week during the hours of 6:00 a.m. through 5:00 p.m.
- 6.3.1 Maximum load-out times may occasionally occur from 6:00 a.m. through 6:00 p.m.
- 6.3.2 The City may require the Contractor to load-out and transport bio-solids during any day of the week, or before or after the maximum load-out hours by giving the Contractor a minimum eighteen (18) hour advance notice.
- 6.3.3 Generally, load-out will not be performed on City observed holidays with the exception being the day after Thanksgiving.
- 6.4 Temporary load-out interruptions as a result of equipment failure or power outages shall not be cause for additional compensation to the Contractor.
- 6.5 Estimated load-out rates are as follows:

Parameter	5-Day Load-out	7-Day Load-out (Alternate Bid)
Estimated average daily load-out rate.	220-260 cubic yards	130-160 cubic yards
Estimated average volume per week	960 cubic yards	960 cubic yards
Estimated annual peak day load-out rate.	320 cubic yards	320 cubic yards
Estimated total annual volume of bio-solids transported from the POTW	60,000 cubic yards	60,000 cubic yards
Estimated total annual volume of bio-solids transported from the THF	22,000 cubic yards	22,000 cubic yards

- 6.6 Vehicle loading is by gravity drop from a traveling conveyor discharge chute. Loading of Contractor vehicles shall be performed by City at the direction of the Contractor's personnel.
- 6.7 The City shall make every reasonable attempt to fully load all vehicles.
- 6.8 Load-out bay overhead doors shall remain closed during loading.
- 6.9 All loads shall be transported immediately upon being loaded.
- 6.10 All vehicles containing biosolids shall be transported at the end of each day.
- 6.11 During periods of inclement weather, the Contractor shall request approval from the Project Manager to haul biosolids to the THF.

7. Transportation and Delivery to Land Application Storage Sites

- 7.1 Unless otherwise approved by the City, biosolids shall be transported only during daylight hours as defined by ½ hour before sunset and ½ hour after sunrise.
- 7.2 All route selection shall be made by the Contractor and approved by the Project Manager prior to transportation. The City reserves the right at any time to change the approved route due to road conditions or complaints.
- 7.3 The Biosolids Coordinator shall be responsible for coordinating access to land application storage sites and adequately marking or otherwise designating sites. The Contractor shall be responsible for inspecting each land application storage site prior to the initial delivery of biosolids.
- 7.4 The Contractor shall make every reasonable attempt to access land application storage sites during and immediately following inclement weather conditions.
- 7.5 The Contractor shall be responsible for repair of any damage to public or private areas, roads or facilities caused by the Contractor.
- 7.6 All biosolids shall be unloaded within the limits of the designated land application site storage area.
- 7.7 Contractor's personnel shall under no circumstances change the land application storage site unless approved by the Biosolids Coordinator.

8. Temporary Holding Facility (THF) Operation

- 8.1 Biosolids shall be transported to the THF by the Contractor during inclement weather conditions which prevent access to any of the scheduled land application storage sites.
- 8.2 The Contractor shall unload biosolids in an organized method which requires minimal stockpiling by the City.
- 8.3 When land application storage sites become accessible, the Contractor shall immediately begin transporting biosolids from the THF.
 - 8.3.1 Contractor shall be responsible for loading vehicles with a suitable rubber tire loader.
 - 8.3.2 When the amount of biosolids at the THF exceeds 1000 cubic yards the contractor is required to transport biosolids to accessible land application sites within fourteen (14) calendar days until all biosolids are removed.
 - 8.3.3 The Contractor shall be assessed liquidated damages if the capacity of the THF is exceeded and the contractor fails to comply with the Agreement.
- 8.4 The Contractor shall have access to the THF after normal operating hours at the Bluff Road Landfill. The Contractor shall be responsible for maintaining security of the Bluff site during these times.

9. Spill Response and Planning

- 9.1 The Contractor shall be responsible for all spillage of biosolids from vehicles including spills from within the vehicle box, incidental spillage from biosolids accumulated on the exterior of the vehicle and tracking of biosolids from vehicle wheels and axles.
- 9.2 The Contractor shall prepare a Spill Response Plan for review and approval by the Project Manager prior to initiating work under this Agreement. The plan shall address procedures to meet the following requirements and areas of responsibility:
 - 9.2.1 All vehicle exteriors shall be free of biosolids prior to transporting to and from hauling destinations.
 - 9.2.2 All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
 - 9.2.3 The Contractor shall have immediate availability to suitable equipment to cleanup large spills. An equipment list shall be included in the Spill Response Plan.
 - 9.2.4 The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the clean up when necessary.
 - 9.2.5 The Contractor shall make immediate notification to the Project Manager or Biosolids Coordinator when a large spill occurs.
 - 9.2.6 Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 9.3 The Contractor shall provide adequate training to all personnel who may participate in a spill response.

10. Progress Meetings and Records

- 10.1 The City shall conduct monthly progress meetings with the Contractor's Transportation Supervisor.
- 10.2 Contractor shall submit a daily haul record form each week to the Project Manager. . An example of the daily haul record form is included in Attachment E.
 - 10.2.1 Daily haul record forms will be supplied to the Contractor.
 - 10.2.2 Electronic records are preferred which are submitted as a Lotus or Excel spreadsheet format by diskette or E-mail.
- 10.3 Contractor shall submit a summary of any spill response, complaints or other significant activities that occurred during the period.

11. Basis of Measurement and Payment

- 11.1 Loads shall be measured to the nearest 0.5 cubic yard.
- 11.2 Payment for services rendered shall be according to the unit prices indicated in this Agreement for loads transported within each pay radius as measured from either the Temporary Holding Facility or the Theresa Street POTW. A Lancaster County map showing the pay radii is included in Attachment E.
- 11.3 Pay radii are measured as a straight line distance from the point of origin and are not consider as actual transportation distances to the land application storage sites.
- 11.4 The biosolids quantities transported within each pay radius as indicated on the Bid Proposal Form are for estimating purposes only. The City makes no guarantees as to the actual amount of biosolids hauled in each pay radius and deviations between estimated and actual quantities shall not be cause for additional compensation.
- 11.5 All land application storage sites located in Lancaster County shall be considered within 30 miles of either the POTW and THF.
- 11.6 For loads hauled to the THF, the Contractor shall be paid the unit price for pay radius #4 (Bid Item #4).
- 11.7 An itemized monthly pay request shall be submitted to the Project Manager containing the following information: haul period, daily volumes subtotaled for each pay radius, unit prices, and extended totals.
- 11.8 Monthly pay requests shall be submitted to: Gene Hanlon, Recycling Coordinator, Lincoln Wastewater System, 2400 Theresa Street, Lincoln, NE 68521

12. Escalator/de-escalator Clause for Contract Renewal

- 12.1 On the anniversary date of the Contract execution, the contractor may request that bid prices be adjusted based upon the Kansas City Consumer Price Index for Urban Waste Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWURA214SAT) as obtained from Region VII United States Department of Labor. The adjusted prices shall be computed as follows:
 - Current Index Value (Jan-June 2004) = 149.1
 - Index Diff. = (KC CPIW Jan-June 200x) - 149.1
 - Price Revision Factor = 149.1 + Index Diff. / 149.1
 - New Price for Next Annual Period = Price Revision Factor x Original Bid Price
- 12.2 The Contractor shall give written notice to the City/County Purchasing Agent and the Project Manager requesting contract renewal.

13. Liquidated Damages, Non-performance and Additional Compensation

- 13.1 Liquidated damages for spillage incidents shall be assessed as follows:
 - 13.1.1 Improperly transported loads shall be assessed \$100 for each load.
 - 13.1.2 Large spills requiring cleanup shall be assessed at \$1000 each plus cost of actual cleanup expense.
 - 13.1.3 Five or more large spill incidents may be cause for termination of the Contract.
- 13.2 The Contractor shall have adequate equipment and personnel available to insure continuous load-out of biosolids at the POTW and to insure the capacity of the THF is not exceed. Liquidated damages for nonperformance shall be assessed as follows:

- 13.2.1 Nonperformance which causes interruptions to the POTW biosolids de-watering operation shall be assessed at \$100 per hour.
- 13.2.2 Nonperformance which causes the THF to exceed capacity shall be assessed at \$1000 per day.
- 13.2.3 Failure to provide services for a total of one working day during the duration of the Contract may be cause for termination of the Contract.
- 13.3 Any damages caused to private or public property and equipment by the Contractor shall be corrected as soon as possible by the Contractor. In the event the City must correct the defect, liquidated damages equal to the repair cost plus \$100 per occurrence for administrative costs shall be assessed.
- 13.4 In the event the Contractor deposits biosolids at a land application storage site which has not been approved, liquidated damages of \$1,000 per load deposited shall be assessed and the biosolids shall be loaded and transported to another location as directed by the City at no additional cost. This action may also be cause for termination of the Contract.
- 13.5 In the event the Contractor deposits more biosolids at a land application storage site than approved by the City, the Contractor shall load and transport the overage to another location as directed by the City at no additional cost.
- 13.6 The Contractor shall be notified of all liquidated damages as soon as the City becomes aware of the incident. The City shall provide written notification to the Contractor prior to assessment of liquidated damages.
- 13.7 Liquidated damages, or other damages as specified, shall be deducted from the Contractor's monthly payments.
- 13.8 The Contractor shall be compensated for standby time resulting from unscheduled load-out delays caused by the City lasting for periods longer than identified in this Agreement.
 - 13.8.1 The Contractor shall notify the POTW Supervisor that standby compensation will be requested prior to initiating the charges.
 - 13.8.2 Standby time shall be compensated at \$50.00 per hour of delay computed to the nearest 1/4 hour.
 - 13.8.3 Standby compensation shall not be paid if biosolids are available at the temporary holding facility for hauling during these delays.
 - 13.8.4 Standby compensation shall not be paid if the delay is due to Scheduled Maintenance as defined in this Agreement.

14. Additional Services

- 14.1 The City may request other material loading and transportation services during the term of the Agreement including yard waste compost, wood chips, wood debris, soil, sewage grit/screenings, etc.
- 14.2 The Contractor may offer bid prices for these services under Other Bid Information on the Proposal Form.

Dated this ____ day of _____, 2004

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

EXECUTION BY CONTRACTOR

Company Name

By: (print name)

Title

Company Address

Signature

City

State

Zip

Witness

Telephone Number

Employer's Federal I.D. Number or
Social Security Number

Attachment A

APPLICABLE LAWS AND REGULATIONS FOR LAND APPLICATION OF BIOSOLIDS

1. Federal Regulations

- a. Title 40, Code of Federal Regulations Part 257, Criteria of Solid Waste Disposal Facilities and Practices.
- b. Title 40, Code of Federal Regulations Part 503, Standards for the Disposal of Sewage Sludge.
- c. Title 40, Code of Federal Regulations Parts 122, 123, 124, National Pollutant Discharge Elimination System.
- d. Clean Air Act, as currently amended.

Contact: Public Affairs Office
USEPA
1735 Baltimore
Kansas City, MO 64108

2. State of Nebraska Rules and Regulations

- a. Title 132, Rules and Regulations Pertaining to Solid Waste Management, as currently amended; Nebraska Department of Environmental Quality (NDEQ)
- b. Guidelines & Requirements for the Application of Waste Sludges on Agricultural Land, Nebraska Department of Environmental Control.
- c. Nebraska Commercial Fertilizer and Soil Conditioner Act, Nebraska Department of Agriculture.

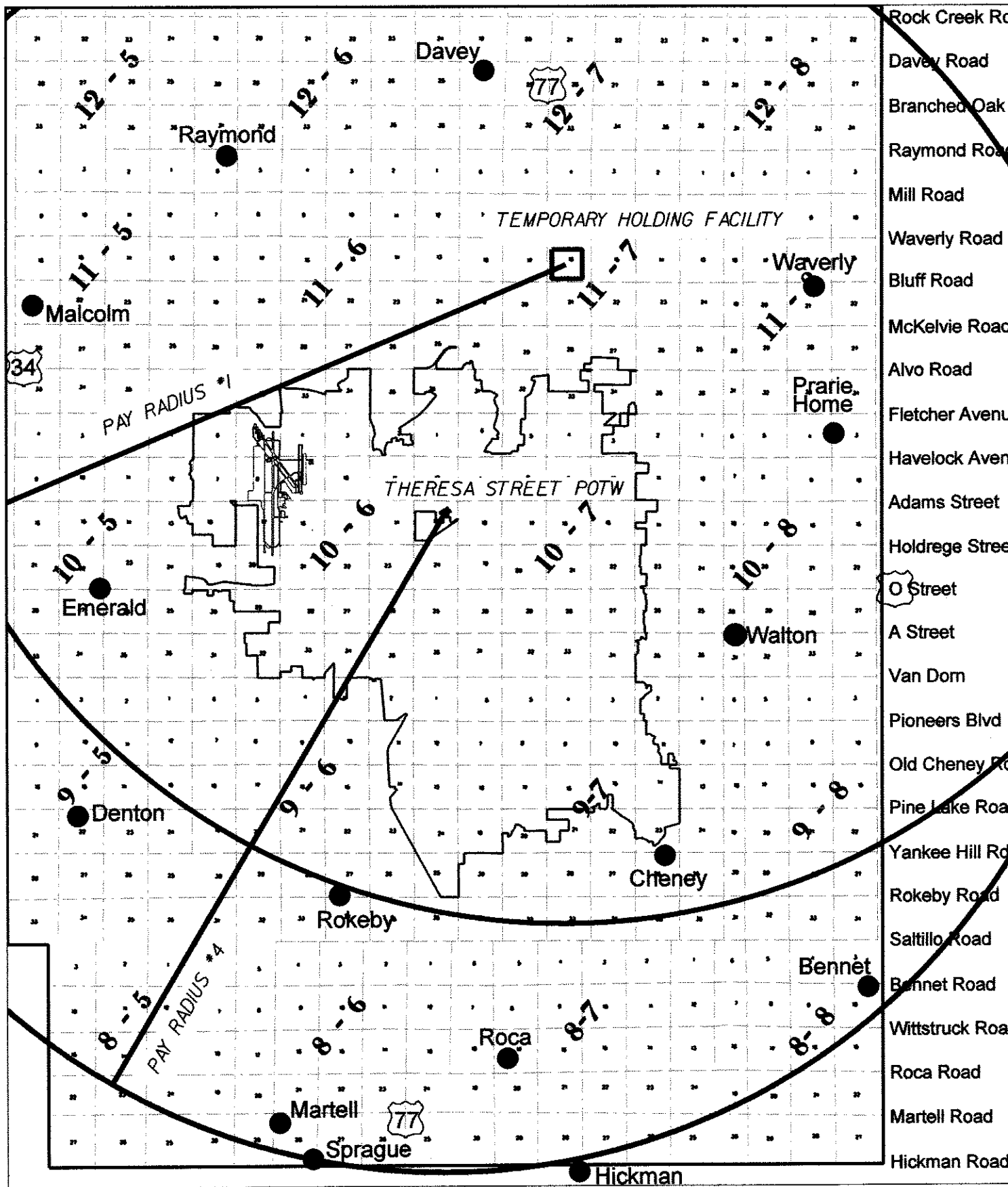
Contact: NDEQ
1200 N Street, Suite 400
Lincoln, NE 68508

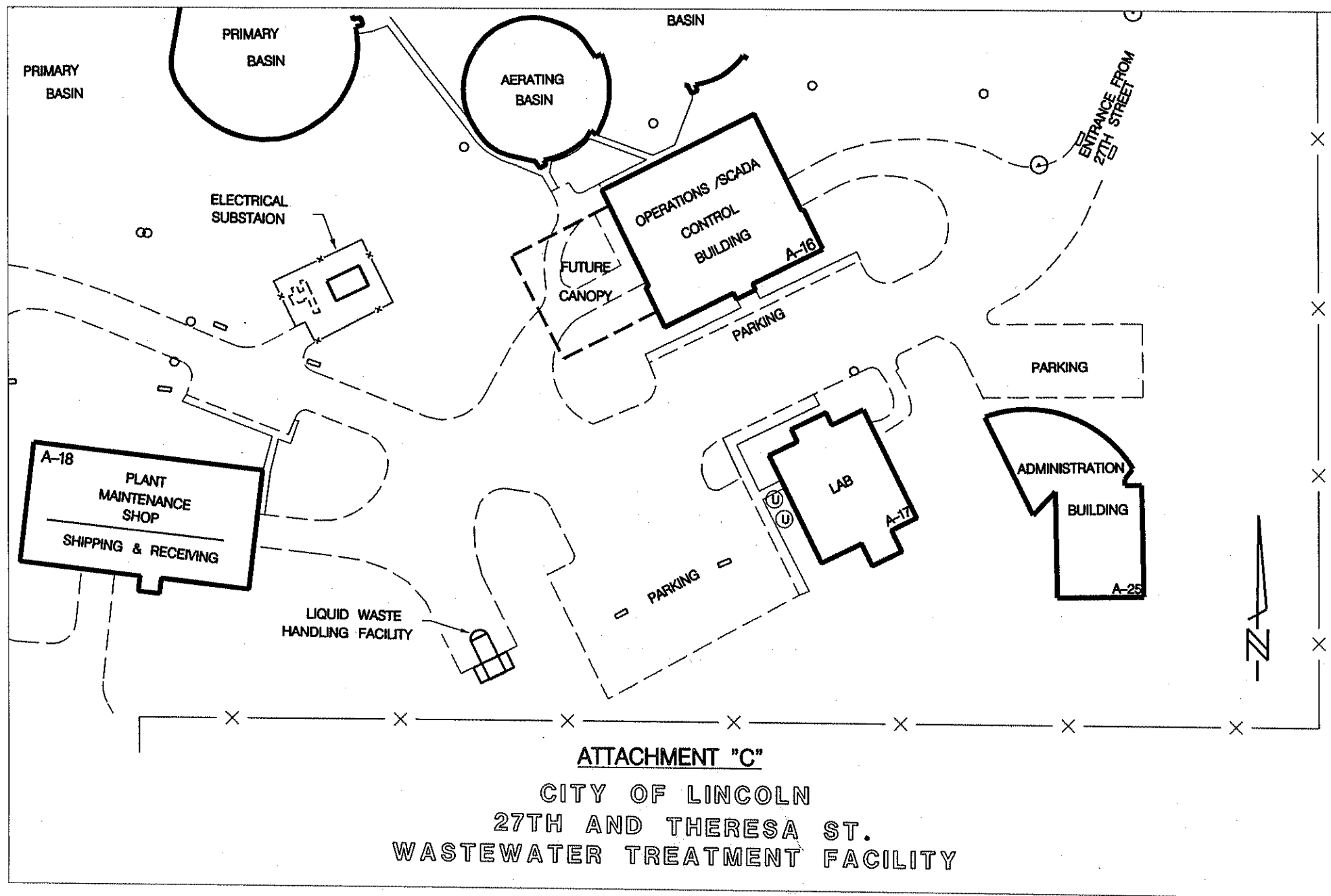
NE Dept. of Agriculture
301 Centennial Mall South
Lincoln, NE 68509

3. City of Lincoln and Lancaster County

- a. Lancaster County Resolution 4308, The Lancaster County Solid Waste Resolution of 1987.
- b. Lincoln Municipal Code, Chapter 8.32, Solid Wastes.
- c. Lincoln Municipal Code, Chapter 17.58, Regulation of Wastewater Discharge
- d. Lincoln Municipal Code, Chapter 27.63, Zoning - Special Permits

Contact: Lincoln/Lancaster County Health Department
3140 N Street
Lincoln, NE 68510

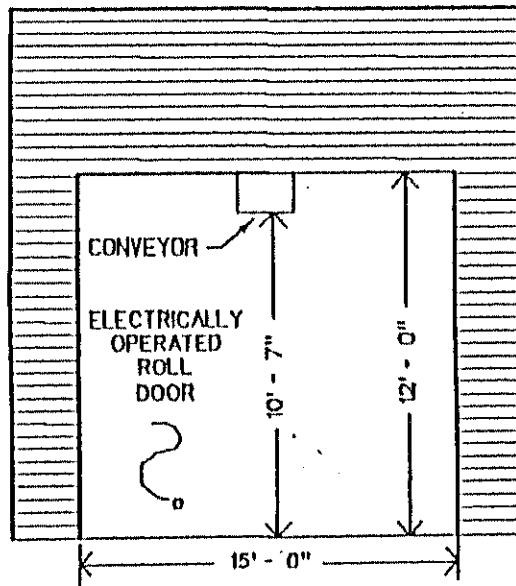




Attachment C

Theresa Street Dewatering Area Dimensions

ADMINISTRATION BLDG.
DOOR DIMENSIONS

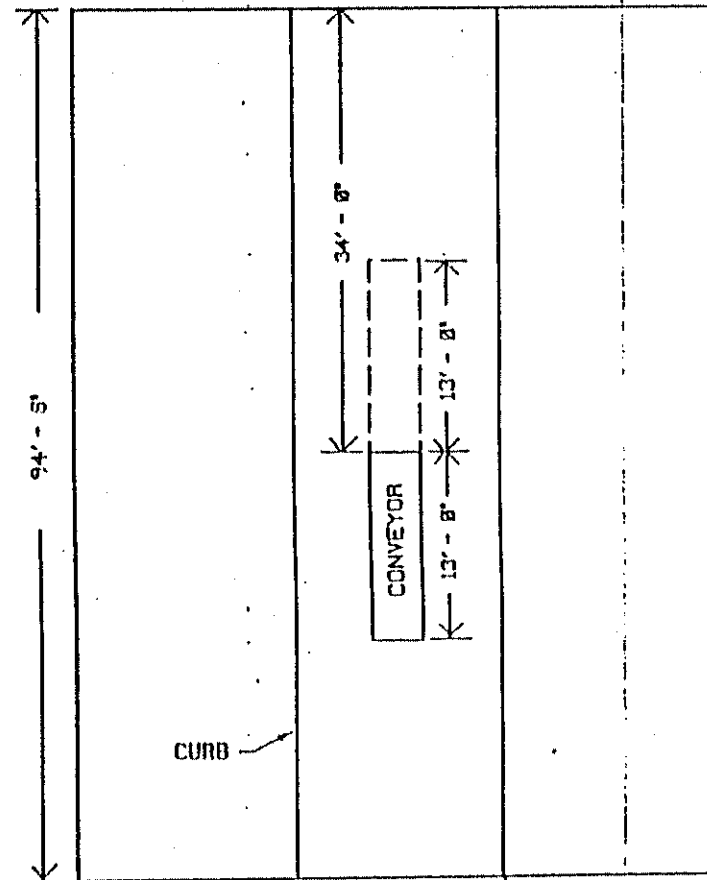


ELEVATION
NO SCALE

DETAIL 1A1

PUBLIC UTILITIES LINCOLN, NEBRASKA	
JAN. 1972	WASTEWATER DIVISION

ADMINISTRATION BLDG.
SLUDGE LOADING AREA



WEST SIDE OF BLDG.

PLAN VIEW
NO SCALE

Attachment D
City of Lincoln
Biosolids Transportation Data

Biosolids Transported Annually
1993-2004

Year	Transported from THF Payment Radius			Transported from POTW			Total
	1	2	3	4	5	6	
1993	12,907	7,045		29,009	4,347		53,308
1994	7,570	45		23,509	7,164		38,288
1995	12,019	290		25,602	5,431		43,342
1996	11,272	326		28,054	7,018	58	46,728
1997	8,667	814		26,557	6,399		42,437
1998	19,179	1,549		25,302	8,369		54,399
1999	5,056	3,106		33,472	96		41,730
2000	7,714	125		33,824			41,663
2001	14,122	1,486		41,064			56,672
2002	10,740	2,764		42,752			56,256
2003	9,900	6,148		53,856	288		70,192
2004*	12,662	5,418		35,712			53,792
Averages	10,984	2,426		33,226	4,889	58	49,901

* Thru August 31st

Loads per Week September 2003 thru August 2004

Date From	Date To	Weekly Loads
09/01/03	09/07/03	26
10/27/03	11/02/03	44
11/03/03	11/09/03	41
11/10/03	11/16/03	33
11/24/03	11/30/03	41
12/01/03	12/07/03	42
12/08/03	12/14/03	30
12/15/03	12/21/03	36
12/22/03	12/28/03	36
12/29/03	01/04/04	24
01/05/04	01/11/04	27
01/12/04	01/18/04	26
01/19/04	01/25/04	24
01/26/04	02/01/04	28
02/02/04	02/08/04	28
02/09/04	02/15/04	30
02/16/04	02/22/04	30
02/23/04	02/29/04	30

Date From	Date To	Weekly Loads
03/01/04	03/07/04	32
03/08/04	03/14/04	32
03/15/04	03/21/04	30
03/22/04	03/28/04	33
03/29/04	04/04/04	32
04/05/04	04/11/04	31
04/12/04	04/18/04	31
04/19/04	04/25/04	29
04/26/04	05/02/04	28
05/03/04	05/09/04	29
05/10/04	05/16/04	27
05/17/04	05/23/04	24
05/24/04	05/30/04	32
08/02/04	08/08/04	30
08/09/04	08/15/04	28
08/16/04	08/22/04	25
08/23/04	08/29/04	27

Average 30.7

Max 44

Min 24

Attachment E
CITY OF LINCOLN
BIOSOLIDS DAILY HAUL RECORD

[illegible]

Appendix G

Individual Loads separated by color

Design Loads = 30 loads per week

Loading Scheme #1 - 4 day work week

Driver(s) report at 6:00 a.m. and deliver 2 full trailers, then alternate loads until 7 or 8 loads are delivered. 4 days per week (Mon Tues Thurs Fri)

Wednesday - no haul - maintenance of belt presses day

Mid	1	2	3	4	5	6	7	8	9	10	11	Noon	13	14	15	16	17	18	19	20	21	22	23
-----	---	---	---	---	---	---	---	---	---	----	----	------	----	----	----	----	----	----	----	----	----	----	----



Loading Scheme #2 - 1 driver, 4.5 day work week

Driver(s) reports at 6:00 a.m. and delivers 1 full trailer, then delivers remain loads about every 1.5 hours (until 6 or 7 loads are delivered)

Wednesday - haul afternoon only - maintenance of belt presses in morning

Monday, Tuesday, Thursday, Friday

Mid	1	2	3	4	5	6	7	8	9	10	11	Noon	13	14	15	16	17	18	19	20	21	22	23
-----	---	---	---	---	---	---	---	---	---	----	----	------	----	----	----	----	----	----	----	----	----	----	----



Wednesday

Mid	1	2	3	4	5	6	7	8	9	10	11	Noon	13	14	15	16	17	18	19	20	21	22	23
-----	---	---	---	---	---	---	---	---	---	----	----	------	----	----	----	----	----	----	----	----	----	----	----



Loading Scheme #3 - 7 day work week

Driver(s) reports at 7:00 a.m. and delivers 2 full trailers , then delivers load 3 around 10:30, load 4 around 3:00 (last load for day completed @ 3:00)

Some days may require 5 loads. Presses would be paced to produce 2 or 3 loads between 6:00 a.m. and 3:00 p.m.

Monday thru Sunday

Mtd	1	2	3	4	5	6	7	8	9	10	11	Noon	13	14	15	16	17	18	19	20	21	22	23
-----	---	---	---	---	---	---	---	---	---	----	----	------	----	----	----	----	----	----	----	----	----	----	----



INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.